

7.1.4 The Originating Party shall bill and collect such information provider charges and remit the amounts collected to the Terminating Party less:

- (a) The Information Services Billing and Collection fee set forth at Item III of the Pricing Schedule; and
- (b) An uncollectibles reserve calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information provider; and
- (c) Customer adjustments provided by the Originating Party.

The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and Customer adjustments. The Terminating Party shall pass through the adjustments to the information provider. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider.

7.1.5 Nothing in this Agreement shall restrict either Party from offering to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic.

## **7.2 BLV/BLVI Traffic.**

7.2.1 Busy Line Verification ("BLV") is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use; provided, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call.

7.2.2 Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.

7.2.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks. Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in Article III, consistent with the Plan.

7.2.4 Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth at Item IV of the Pricing Schedule.

### **7.3 Transit Service.**

7.3.1 Ameritech shall provide AT&T Transit Service as provided in this Section 7.3.

7.3.2 "Transit Service" means the delivery of certain traffic between AT&T and a third party LEC or CMRS provider by Ameritech over the Local/IntraLATA Trunks. Transit Service shall be provided only at Ameritech's Tandem Switches, and not at any Ameritech End Office. The following traffic types will be delivered: (i) Local Traffic and IntraLATA Toll Traffic originated from AT&T to such third party LEC or CMRS provider and (ii) IntraLATA Toll Traffic originated from such third party LEC and terminated to AT&T where Ameritech carries such traffic pursuant to the Commission's primary toll carrier ("PTC") plan or other similar plan.

7.3.3 The Parties shall compensate each other for Transit Service as follows:

- (a) For Local Traffic and IntraLATA Toll Traffic originating from AT&T that is delivered over the Transit Service ("Transit Traffic"):
  - (1) AT&T shall:
    - (A) Pay to Ameritech a Transit Service charge as set forth at Item V of the Pricing Schedule; and
    - (B) Reimburse Ameritech for any charges, including switched access charges, that a third party LEC or CMRS provider with whom Ameritech does not have a Transit Service agreement similar to that set forth in this Section 7.3 imposes or levies on Ameritech for delivery or termination of any such Transit Traffic.
  - (2) Ameritech shall remit to AT&T any access charges Ameritech receives from such third party LEC or CMRS provider in connection with the delivery of such Transit Traffic.
- (b) For Local Traffic and IntraLATA Toll Traffic that is to be terminated to AT&T from a third party LEC or CMRS provider (i) that is not subject to PTC arrangements (regardless of whether Ameritech is the PTC) and (ii) Ameritech has a transiting arrangement with such third party LEC or CMRS provider which authorizes Ameritech to deliver such traffic to AT&T ("Other Party Transit Agreement"), then Ameritech shall deliver such Local Traffic and IntraLATA Toll Traffic to AT&T in accordance

with the terms and conditions of such Other Party Transit Agreement and such third party LEC or CMRS provider (and not AT&T) shall be responsible to pay Ameritech the applicable Transit Service charge.

- (c) For IntraLATA Toll Traffic which is subject to a PTC arrangement and where Ameritech is the PTC, Ameritech shall deliver such IntraLATA Toll Traffic to or from AT&T in accordance with the terms and conditions of such PTC arrangement.

7.3.4 While the Parties agree that it is the responsibility of each third party LEC or CMRS provider to enter into arrangements to deliver Local Traffic and IntraLATA Toll Traffic to AT&T, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with such third party LEC or CMRS provider to deliver Local Traffic and IntraLATA Toll Traffic to AT&T and (ii) the termination of this Agreement, Ameritech will provide AT&T with Transit Service.

7.3.5 Ameritech expects that all networks involved in transit traffic will deliver each call to each involved network with CCIS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability and billing functions and, to the extent such CCIS and TCAP messages are delivered by the originating third party LEC or CMRS provider, Ameritech will deliver such information to the terminating third party LEC or CMRS provider. In all cases, AT&T is responsible to follow the Exchange Message Record ("EMR") standard and exchange records with both Ameritech and the terminating LEC or CMRS provider to facilitate the billing process to the originating network.

7.3.6 For purposes of this Section 7.3, Ameritech agrees that it shall make available to AT&T, at AT&T's sole option, any transiting arrangement Ameritech's offers to another LEC at the same rates, terms and conditions provided to such other LEC.

## **ARTICLE VIII**

### **INSTALLATION, MAINTENANCE, TESTING AND REPAIR**

8.1 **Plan.** Within ninety (90) days after the Effective Date, AT&T and Ameritech shall jointly develop a plan (the "**Plan**") which shall define and detail:

- (a) standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality in accord with all appropriate relevant industry-accepted quality, reliability and availability standards and in accordance with the levels identified in Section 3.6;
- (b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the Interconnections (including signaling) specified in Article III and the trunk groups specified in

Articles IV and V, including standards and procedures for notification and discoveries of trunk disconnects;

- (c) disaster recovery and escalation provisions; and
- (d) such other matters as the Parties may agree.

**8.2 Operation and Maintenance.** Each Party shall be solely responsible for the installation, operation and maintenance of equipment and facilities provided by it for Interconnection, subject to compatibility and cooperative testing and monitoring and the specific operation and maintenance provisions for equipment and facilities used to provide Interconnection. Operation and maintenance of equipment in Virtual Collocation shall be in accordance with the provisions of Article XII.

**8.3 Installation, Maintenance, Testing and Repair.** The intervals for installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection will be determined in accordance with the requirements of Section 3.8.

**8.4 Additional Terms.** Additional terms regarding the installation, maintenance, testing and repair of equipment and facilities used for Interconnection shall be as set forth in the Implementation Plan.

## **ARTICLE IX UNBUNDLED ACCESS – SECTION 251(c)(3)**

### **9.1 Access to Network Elements.**

**9.1.1** Ameritech shall provide AT&T access to Ameritech's Network Elements on an unbundled basis at any technically feasible point in accordance with the terms and conditions of this Article IX and the requirements of the Act. Ameritech shall provide AT&T access to each unbundled Network Element, along with all of such unbundled Network Element's features, functions, and capabilities in accordance with the terms and conditions of Article II and as required by the Act, in a manner that shall allow AT&T to provide any Telecommunications Service that can be offered by means of that Network Element; provided that the use of such Network Element is consistent with the Act.

9.1.2 Notwithstanding anything to the contrary in this Article IX, Ameritech shall not be required to provide Network Elements beyond those identified in 47 C.F.R. § 51.319 to AT&T if:

- (1) The Commission concludes that:
  - (A) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to AT&T on an unbundled basis; and
  - (B) AT&T could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within Ameritech's network; or
- (2) The Commission concludes that the failure of Ameritech to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of, the Telecommunications Service AT&T seeks to offer, compared with providing that service over other unbundled Network Elements in Ameritech's network.

9.1.3 Ameritech shall be required to make available Network Elements only where such Network Elements, including facilities and software necessary to provide such Network Elements, are available. If Ameritech makes available Network Elements that require special construction, AT&T shall pay to Ameritech any applicable special construction charges.

**9.2 Network Elements.** At the request of AT&T, Ameritech shall provide AT&T access to the following Network Elements on an unbundled basis:

- 9.2.1 Local Loops, as more fully described on Schedule 9.2.1;
- 9.2.2 The Network Interface Device, as more fully described on Schedule 9.2.2;
- 9.2.3 Switching Capability, as more fully described on Schedule 9.2.3;
- 9.2.4 Interoffice Transmission Facilities, as more fully described on Schedule 9.2.4;
- 9.2.5 Signaling Links and Call-Related Databases, as more fully described on Schedule 9.2.5;
- 9.2.6 Operations Support Systems ("OSS") Functions, to be used in conjunction with other Network Elements, as more fully described on Schedule 9.2.6; and

9.2.7 Operator Services and Directory Assistance, as more fully described on Schedule 9.2.7.

### 9.3 Combination of Network Elements.

9.3.1 Ameritech shall provide Network Elements to AT&T in a manner that shall allow AT&T to combine such Network Elements (a "Combination") in order to provide a Telecommunications Service. When purchasing a Combination, AT&T will have access to all features and capabilities of each individual Network Element that comprises such Combination and the specific technical and interface requirements for each of the Network Elements shall apply, except to the extent not technically feasible given the specific manner in which AT&T has requested that the elements be combined.

9.3.2 Except upon the request of AT&T, Ameritech shall provide Network Elements separately from each other, and shall not separate Network Elements it normally provides in combination into separate Network Elements.

9.3.3 Upon AT&T's request, Ameritech shall perform the functions necessary to combine Ameritech's Network Elements in any manner, even if those elements are not ordinarily combined in Ameritech's network; provided that such combination is (i) technically feasible and (ii) would not impair the ability of other Telecommunications Carriers to obtain access to unbundled Network Elements or to Interconnect with Ameritech's network. In addition, upon a request of AT&T that is consistent with the above criteria, Ameritech shall perform the functions necessary to combine Ameritech's Network Elements with elements possessed by AT&T in any technically feasible manner to allow AT&T to provide a Telecommunications Service.

9.3.4 Ameritech shall make available to AT&T the following Combinations at the rates set forth at Item V of the Pricing Schedule:

9.3.4.1 Unbundled Element Platform with Operator Services and Directory Assistance. This Combination is described on Schedule 9.3.4.

9.3.4.2 Loop Combination. This Combination is described on Schedule 9.3.4.

9.3.4.3 Switching Combination #1. This Combination is described on Schedule 9.3.4.

9.3.5 The following Network Elements and Combinations shall be requested by AT&T in accordance with Section 9.6:

9.3.5.1 Unbundled Loop - Distribution.

- 9.3.5.2 Unbundled Loop - Concentrators/Multiplexers.
- 9.3.5.3 Unbundled Loop - Feeder.
- 9.3.5.4 Loop/Network Combination. This Combination is described on Schedule 9.3.5.
- 9.3.5.5 Switching Combination #2. This Combination is described on Schedule 9.3.5.
- 9.3.5.6 Switching Combination #3. This Combination is described on Schedule 9.3.5.
- 9.3.5.7 Switched Data Services. This Combination is described on Schedule 9.3.5.
- 9.3.5.8 Unbundled Element Platform without Operator Services and Directory Assistance. This Combination is described on Schedule 9.3.5.

9.3.6 Any request by AT&T for Ameritech to provide any Combination other than as set forth in Section 9.3.4, to combine the unbundled Network Elements of Ameritech with AT&T, or to perform any other function under this Section 9.3 shall be made by AT&T in accordance with Section 9.6.

#### **9.4 Nondiscriminatory Access to and Provision of Network Elements.**

9.4.1 Subject to Section 9.4.4, the quality of an unbundled Network Element as well as the quality of the access to such unbundled Network Element that Ameritech provides to AT&T shall be the same for all Telecommunications Carriers requesting access to such Network Element.

9.4.2 Subject to Section 9.4.4, the quality of a Network Element, as well as the quality of the access to such Network Element, that Ameritech provides to AT&T hereunder shall be at least equal in quality to that which Ameritech provides to itself, its subsidiaries, Affiliates and any other person, unless Ameritech proves to the Commission that it is not technically feasible to provide the Network Element requested by AT&T, or access to such Network Element at a level of quality that is equal to that which Ameritech provides to itself.

9.4.3 Ameritech shall provide AT&T access to Network Elements and Operations Support Systems functions, including the time within which Ameritech provisions such access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which Ameritech provides such elements to itself, its subsidiaries, Affiliates and any other person, except as may be provided by the Commission pursuant to Section 9.1.2.

9.4.4 Upon the request of AT&T, Ameritech shall provide to AT&T a Network Element and access to such Network Element that is different in quality to that required under Sections 9.4.2 and 9.4.3, unless Ameritech proves to the Commission that it is not technically feasible to provide the requested Network Element or access to such Network Element at the requested level of quality. Any request by AT&T for Ameritech to provide any Network Element or access thereto that is different in quality shall be made by AT&T in accordance with Section 9.6.

## **9.5 Provisioning of Network Elements.**

9.5.1 Ameritech shall provide AT&T unbundled Network Elements as set forth on Schedule 9.5.

9.5.2 Ameritech shall provide AT&T access to the functionalities for Ameritech's pre-ordering, ordering, provisioning, maintenance and repair, and billing functions of the Operations Support Systems functions that relate to the Network Elements that AT&T purchases hereunder. Access to such functionalities for the Operations Support Systems functions shall be as provided in Schedule 9.2.6 and the Implementation Plan.

9.5.3 Prior to submitting an order for a Network Element which replaces, in whole or in part, a service offered by Ameritech or any other telecommunications provider for which Ameritech changes a primary local exchange carrier, AT&T shall comply with the requirements of Section 10.11.1.

## **9.6 Availability of Additional or Different Quality Network Elements.**

Any request by AT&T for access to a Network Element or a Combination or a standard of quality thereof that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to a Bona Fide Request and shall be subject to the payment by AT&T of all applicable costs in accordance with Section 252(d)(1) of the Act to process, develop, install and provide such Network Element, Combination or access.

## **9.7 Pricing of Unbundled Network Elements.**

9.7.1 Ameritech shall charge AT&T the non-recurring and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for these specific Network Elements, service coordination fee, and Cross-Connect charges) as specified at Item V of the Pricing Schedule. If AT&T requests or approves an Ameritech technician to perform services in excess of or not otherwise contemplated by the Line Connection Service, Ameritech may charge AT&T for any additional and reasonable labor charges to perform such services.



9.7.2 In addition to any other applicable charges under this Article IX, if AT&T purchases unbundled Local Switching elements, AT&T shall pay Ameritech:

- (a) for interstate minutes of use traversing such unbundled Local Switching elements, the carrier common line charge described in 47 C.F.R. § 69.105 and a charge equal to seventy-five percent (75%) of the interconnection charge described in 47 C.F.R. § 69.124, only until the earliest of the following, and not thereafter:

- (1) June 30, 1997;
- (2) The later of the effective date of a final FCC decision in CC Docket No. 94-45, Federal-State Joint Board on Universal Service, or the effective date of a final FCC decision in a proceeding to consider reform of interstate access charges; or
- (3) The date on which Ameritech is authorized to offer in-region interLATA service in Michigan pursuant to Section 271 of the Act; and

- (b) for intrastate toll minutes of use traversing such unbundled Local Switching elements, intrastate access charges comparable to those listed in Section 9.7.2(a) and any explicit intrastate universal service mechanism based on access charges, only until the earliest of the following, and not thereafter:

- (1) June 30, 1997;
- (2) The effective date of the Commission's decision that Ameritech may not assess such charges; or
- (3) The date on which Ameritech is authorized to offer in-region interLATA service in Michigan pursuant to Section 271 of the Act.

9.7.3 If AT&T orders a Combination identified in Section 9.3.4 and the provision of any such Combination requires Ameritech to modify any of its existing systems, service development processes or its network (beyond that required for Ameritech to provision its own retail services) to provide access to such Combination, AT&T shall be required to compensate Ameritech for any costs incurred to provide access to such Combination.

9.8 **Billing.** Ameritech shall bill AT&T for access to unbundled Network Elements pursuant to the requirements of Article XXVII to this Agreement.

## **9.9 Maintenance of Unbundled Network Elements.**

9.9.1 Ameritech shall provide maintenance of Loops or Combinations which include Loops as set forth in Schedule 10.13.

9.9.2 If (i) AT&T reports to Ameritech a suspected failure of a Network Element, (ii) AT&T requests a dispatch, (iii) Ameritech dispatches a technician, and (iv) such trouble was not caused by Ameritech's facilities or equipment, then AT&T shall pay Ameritech a trip charge and time charges as set forth at Item V of the Pricing Schedule.

## **9.10 Standards of Performance.**

9.10.1 Ameritech shall provide to AT&T access to unbundled Network Elements (i) in accordance with Section 9.4 as determined by this Section 9.10 (including any Combinations, service levels and intervals that may be requested by AT&T and agreed upon by the Parties pursuant to a Bona Fide Request) and (ii) as required by the Commission (collectively, the "Ameritech Network Element Performance Benchmarks").

9.10.2 To determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks, Ameritech shall maintain records of specific criteria listed in Schedule 9.10.2 which criteria are the criteria that Ameritech currently measures to evaluate its provision of unbundled Network Elements and (ii) such additional criteria the Parties agree upon regarding Ameritech's compliance with different performance levels and intervals of such Network Elements (and Combinations thereof) requested by AT&T and provided by Ameritech pursuant to Section 9.6 and a Bona Fide Request (each, a "Network Element Performance Activity") relating to the access to unbundled Network Elements Ameritech provides to itself, its subsidiaries and Affiliates (the "Ameritech NE Records") and parallel records of the access to unbundled Network Elements Ameritech provides to (i) AT&T (the "AT&T NE Records") and (ii) other LECs in the aggregate (the "Other LEC NE Records"). In addition, the Parties may supplement the Network Element Performance Activities as provided in Section 18.6. The criteria will be revised in accordance with the procedures set forth in the Implementation Plan if Ameritech no longer measures a criterion in assessing its performance in providing Network Elements or begins measuring additional criteria.

9.10.3 Ameritech shall provide to AT&T for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format the Ameritech NE Records, the AT&T NE Records and the Other LEC NE Records so that the Parties can determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks. If (i) Ameritech fails to comply with an Ameritech Network Element Performance Benchmark with respect to a Network Element Performance Activity for a Reporting Period, (ii) the sample size of the Network Element Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Ameritech Network Element Performance Activity deviates from the corresponding Network Element Performance Benchmark is statistically significant, then Ameritech shall have committed a "Specified Performance Breach". Notwithstanding anything to the contrary in this Section 9.10.3, the

Parties acknowledge that (x) Ameritech shall not be required to provide to AT&T those Other LEC NE Records that correspond to and measure a level of quality and performance levels and intervals of unbundled Network Elements that are requested by an Other LEC pursuant to 47 C.F.R. §51.311(c) and Section 9.6 and which are superior to that which Ameritech provides to AT&T hereunder, (y) the Other LEC NE Records shall be provided to AT&T on an aggregate basis and (z) such Other LEC NE Records shall be provided to AT&T in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPNI).

9.10.4 In no event shall Ameritech be deemed to have committed a Specified Performance Breach if Ameritech's failure to meet or exceed a Network Element Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents Ameritech from performing a certain function or action that affects a Network Element Performance Activity, then such occurrence shall be excluded from the calculation of such Network Element Performance Activity and the determination of Ameritech's compliance with the applicable Ameritech Network Element Performance Benchmark or (ii) only suspends Ameritech's ability to timely perform such Network Element Performance Activity, then the applicable time frame in which Ameritech's compliance with the Ameritech Network Element Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

9.10.5 Upon the occurrence of a Specified Performance Breach by Ameritech, AT&T may forego the dispute escalation procedures set forth in Section 28.3 and (i) bring an action against Ameritech in an appropriate Federal district court, (ii) file a complaint against Ameritech with the FCC pursuant to Sections 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law.

9.10.6 AT&T shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that the Ameritech offers Credit Allowances to its Customers, including those described on Schedule 10.9.6.

9.10.7 The Parties' agreement to the procedures set forth in this Section 9.10 shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.

**ARTICLE X**  
**RESALE AT WHOLESALE RATES--SECTION 251(c)(4)**

**10.1 Telecommunications Services Available for Resale at Wholesale Rates.** Commencing on the date on which the Commission approves this Agreement, at the request of AT&T, Ameritech will make available to AT&T for resale at wholesale rates those Telecommunications Services that Ameritech provides at retail to subscribers who are not Telecommunications Carriers, as required in Section 251(c)(4) of the Act. Subject to the terms, conditions and limitations set forth in this Agreement, Ameritech will make available to AT&T for such resale all Telecommunications Services which it offers to its retail Customers, including the following categories of Telecommunications Services (the "Resale Services") as more specifically listed on Schedule 10.1:

- (i) Local Service - Residence, as described in the applicable tariff or catalog, as the case may be;
- (ii) Local Service - Business, as described in the applicable tariff or catalog, as the case may be;
- (iii) Message Toll Service, as described in the applicable tariff or catalog, as the case may be;
- (iv) PBX Trunk, as described in the applicable tariff or catalog, as the case may be;
- (v) ISDN Direct Service, as described in the applicable tariff or catalog, as the case may be;
- (vi) ISDN Prime Services, as described in the applicable tariff or catalog, as the case may be;
- (vii) Ameritech Centrex Service, as described in the applicable tariff or catalog, as the case may be;
- (viii) Dedicated Communications Services, as described in the applicable tariff or catalog, as the case may be;
- (ix) Inbound Services, as described in the applicable tariff or catalog, as the case may be; and
- (x) Customer Owned Pay Telephone Services, as described in the applicable tariff or catalog, as the case may be.

The Resale Services shall be made available to AT&T at the rates set forth at Item VI of the Pricing Schedule.

**10.2 Other Services.** Ameritech may, at its sole discretion, and as agreed to by AT&T, make available to AT&T under this Agreement services other than Telecommunications Services (e.g., voicemail) for resale at rates, terms and conditions agreed upon by the Parties.

**10.3 Limitations on Availability of Resale Services.**

The following limitations shall apply to Resale Services:

**10.3.1** Any Telecommunications Services which Ameritech offers to existing retail subscribers, but not to new subscribers ("Grandfathered Services") are listed on Schedule 10.3.1. Schedule 10.3.1 may be revised or supplemented from time to time to include those additional services that Ameritech may, in its discretion and to the extent permitted by Applicable Law, classify as Grandfathered Services. Ameritech agrees to make Grandfathered Services available to AT&T for resale to any Customer of Ameritech that subscribes to a Grandfathered Service from Ameritech at the time of its selection of AT&T as its primary local exchange carrier. If a local Telecommunications Service is subsequently classified as a Grandfathered Service by Ameritech, Ameritech agrees to continue to sell such Grandfathered Service (subject to the terms of Section 10.3.2) to AT&T for resale to AT&T's Customers that subscribe to such Grandfathered Service at the time it is so classified by Ameritech. Grandfathered Services shall be made available to AT&T at wholesale rates determined in accordance with the Act. To the extent that Ameritech is unable to provide wholesale systems support and billing within the first ninety (90) days from the date each AT&T Resale Customer is provided such Grandfathered Service, Ameritech shall retroactively apply such wholesale rate as a credit to AT&T and will bill such service to AT&T from its retail billing systems.

**10.3.2** Any Telecommunication Services which Ameritech currently intends to discontinue offering to any retail subscriber ("Sunsetted Services") are set forth on Schedule 10.3.1. Schedule 10.3.1 may be revised or supplemented from time to time to include those additional Telecommunications Services that Ameritech may, in its discretion and to the extent permitted by Applicable Law, classify as Sunsetted Services. Ameritech agrees to make Sunsetted Services available to AT&T for resale to AT&T's Customers who are subscribers to the Sunsetted Service either from Ameritech or AT&T at the time so classified (subject to the provisions of Section 10.3.1 if such Sunsetted Service was previously classified as a Grandfathered Service) until the date such service is discontinued.

**10.3.3** Each Party acknowledges that Resale Services shall be available to AT&T on the same basis as offered by Ameritech to itself or to any subsidiary, Affiliate, or any other person to which Ameritech directly provides the Resale Services, including Ameritech's retail Customers and other resellers of Ameritech's Telecommunications Services (i) only in those service areas in which such Resale Services (or any feature or capability thereof) are offered by Ameritech to itself or to any subsidiary, Affiliate, or any other person, including Ameritech's retail Customers and (ii) to the same extent as Ameritech's retail Telecommunications Services are subject to the availability of facilities.

**10.4 Additional Charges for Resale Services.** In addition to the rates set forth at Item VI of the Pricing Schedule, AT&T shall pay Ameritech (i) for any applicable charges or fees, if any, incident to the establishment or provision of the Resale Services requested by AT&T, including channel charges, initial non-recurring charges and construction charges and (ii) the applicable non-discounted end user common line charge as set forth in F.C.C. No. 2, Section 4.

**10.5 Restrictions on Resale Services.**

**10.5.1** To the extent provided by Applicable Law, including Section 357(2) of the Michigan Telecommunications Act, AT&T may not offer Resale Services that are made available only to residential Customers or to a limited class of residential Customers to classes of Customers that are not eligible to subscribe to such services from Ameritech.

**10.5.2** Ameritech shall not be required to provide to AT&T Resale Services offered at a special promotional rate if:

- (a) Such promotions involve rates that will be in effect for no more than ninety (90) days; and
- (b) Such promotional offerings are not used to evade the wholesale rate obligation; for example, by making available a sequential series of ninety (90) day promotional rates.

**10.5.3** Nothing in this Agreement shall require Ameritech to provide to AT&T promotional service elements that are not Telecommunications Services (i.e., customer-premises equipment).

**10.5.4** Unless permitted by the Commission or FCC after the Effective Date, AT&T shall not utilize Resale Services to avoid applicable access charges.

**10.5.5** As provided in the Act, AT&T may not purchase Resale Services unless such services are resold to a person other than AT&T, its subsidiaries and Affiliates.

**10.5.6** Ameritech may impose additional restrictions on AT&T's sale of Resale Services only as permitted by the Act, Commission and the FCC.

**10.6 New Resale Services; Changes in Provision of Resale Services.** Ameritech shall, via tariff filings and as provided in the Implementation Plan, notify AT&T of any changes in the terms and conditions under which Ameritech offers Resale Services, including the introduction of any new features, functions, services or promotions. If a tariff filing provides less than forty-five (45) days' notice, Ameritech shall provide not less than forty-five (45) days' advance notice of such introduction. In addition, Ameritech shall furnish AT&T with reasonable quantities of publicly available collateral information regarding the Resale Services.

**10.7 Operations Support Systems Functions.** Ameritech shall provide AT&T, upon AT&T's request and pursuant to the Implementation Plan, nondiscriminatory access to Ameritech's Operations Support Systems functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

**10.8 Nondiscriminatory Provision of Resale Services.**

**10.8.1 Resale Services** made available by Ameritech for resale hereunder and Operations Support Systems functions for ordering, provisioning, repair, maintenance and billing shall be equal in quality to that provided by Ameritech to itself or to any subsidiary, Affiliate or any other person to which Ameritech directly provides the Resale Service, including Ameritech's retail Customers.

**10.8.2** Ameritech shall provision Resale Services with the same timeliness that such Resale Services are provisioned to Ameritech's subsidiaries, Affiliates, or other persons to whom Ameritech directly provides the Resale Service, including Ameritech's retail Customers.

**10.9 Standards of Performance.**

**10.9.1** Ameritech shall provide Resale Services to AT&T (i) in accordance with Section 10.8 as determined by this Section 10.9 and (ii) as required by the Commission (collectively, the "Resale Performance Benchmarks").

**10.9.2** To determine Ameritech's compliance with the Resale Performance Benchmarks, Ameritech shall maintain records of specific criteria listed in Schedule 10.9.2 (each, a "Resale Performance Activity") relating to Resale Services it provides to itself and to its subsidiaries, Affiliates and Ameritech's retail Customers (the "Ameritech Resale Records") and parallel records of the Resale Services provided to (i) AT&T (the "AT&T Records") and (ii) on an aggregate basis, resellers of Telecommunications Services other than AT&T (the "Other Reseller Records").

Ameritech believes, after good faith inquiry, that Schedule 10.9.2 is a complete and accurate description of all criteria used as of the Effective Date by Ameritech to measure Resale Services provided to itself and to its subsidiaries, Affiliates or its Retail Customers. The criteria will be revised in accordance with the procedures set forth in the Implementation Plan if Ameritech no longer measures a criterion in assessing its performance in providing such Resale Service to Ameritech's retail Customers or begins measuring additional criteria.

**10.9.3** Ameritech shall provide to AT&T for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format, the Ameritech Resale Records, the AT&T Resale Records and the Other Reseller Records so that the Parties can determine Ameritech's compliance with the Resale Performance Benchmarks. If (i) Ameritech fails to comply with a Resale Performance Benchmark with respect to a Resale Performance Activity for a Reporting Period, (ii) the sample size of the Resale Performance

Activity measured for such Reporting Period is statistically valid, and (iii) the amount by which the applicable Resale Performance Activity deviates from the corresponding Resale Performance Benchmark is statistically significant, then Ameritech shall have committed a "Specified Performance Breach." Notwithstanding anything to the contrary in this Section 10.9.3, the Parties acknowledge that the Other Reseller Records shall be provided to AT&T (x) on an aggregate basis and (y) in a manner that preserves the confidentiality of each other reseller and any of such reseller's proprietary information (including CPNT).

10.9.4 In no event shall Ameritech be deemed to have committed a Specified Performance Breach if Ameritech's failure to meet or exceed a Resale Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents Ameritech from performing a certain function or action that affects a Resale Performance Activity, then such occurrence shall be excluded from the calculation of such Resale Performance Activity and the determination of Ameritech's compliance with the applicable Resale Performance Benchmark or (ii) only suspends Ameritech's ability to timely perform such Resale Performance Activity, then the applicable time frame in which Ameritech's compliance with the Resale Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

10.9.5 Upon the occurrence of a Specified Performance Breach by Ameritech, AT&T may elect one of the following two remedies:

- (a) Forego the dispute escalation procedures set forth in Section 28.3 and (i) bring an action against Ameritech in an appropriate Federal district court, (ii) file a complaint against Ameritech with the FCC pursuant to Sections 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law; or
- (b) Ameritech shall pay to AT&T as liquidated damages any amounts that AT&T is entitled to receive under then existing Commission procedures relating to the failure by Ameritech to comply with the Commission performance standards.

10.9.6 AT&T shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that Ameritech offers Credit Allowances to its retail Customers, including those described on Schedule 10.9.6.

10.9.7 The Parties' agreement to the procedures set forth in this Section 10.9 shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.



## **10.10 Branding.**

10.10.1 If Operator Call Completion or Directory Assistance Service is a feature of an offered Resale Service, Ameritech shall rebrand or unbrand such features of such offered Resale Service as requested by AT&T for AT&T's Customers, unless Ameritech places a restriction on such rebranding or unbranding that is approved by the Commission as reasonable and nondiscriminatory, such as proving that Ameritech lacks the capability to comply with such rebranding or unbranding request.

10.10.2 Ameritech shall make available to AT&T, upon AT&T's request, the ability to route:

- (i) Local Directory Assistance calls dialed by AT&T's Customers directly to AT&T Directory Assistance Services platform, to the extent such routing is technically feasible; and
- (ii) Local Operator Services calls (0+, 0-) dialed by AT&T Customers directly to the AT&T Local Operator Services platform. Such traffic shall be routed over trunk groups between Ameritech End Offices and the AT&T Local Operator Services platform, using standard Operator Services dialing protocols of 0+ or 0-, to the extent such routing is technically feasible.

The routing capabilities described above will be implemented according to the Implementation Plan. To the extent technically feasible, all direct routing capabilities described in this Section 10.10.2 shall permit AT&T Customers to dial the same telephone numbers for Ameritech Directory Assistance and Local Operator Service that similarly situated Ameritech Customers dial for reaching equivalent Ameritech services.

10.10.3 Notwithstanding anything to the contrary in this Agreement, the Parties agree that Ameritech shall have no obligation to unbrand or rebrand its service technicians or trucks, any customer premises equipment, other customer-owned facilities or its outside plant.

10.10.4 AT&T shall not, without Ameritech's prior written consent, offer any Resale Service to any Customer under any brand name of Ameritech, its subsidiaries or its Affiliates, nor shall AT&T state or imply that there is any joint business association or any similar arrangement with Ameritech in the provision of Resale Service to AT&T's Customers, except to the extent AT&T deems it necessary to advise its Customers that Ameritech's personnel will perform work on behalf of AT&T under this Agreement.

10.10.5 In those instances where AT&T requires Ameritech personnel to interface directly with AT&T Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as Ameritech's employees representing AT&T.

10.10.6 Any "no access" cards and time and materials invoices furnished during service calls by Ameritech personnel to AT&T Customers shall be available to AT&T for review and shall be provided to AT&T Customers in an unbranded form.

10.10.7 In no event shall Ameritech personnel acting on behalf of AT&T pursuant to this Agreement provide information to any existing AT&T Customer about Ameritech products or services.

10.10.8 AT&T shall pay Ameritech's costs, if any, pursuant to the pricing standard in Section 252(d)(1) of the Act and in such amounts or levels as determined by the Commission for providing any requested branding under this Section 10.10.

#### **10.11 Primary Local Exchange and Interexchange Carrier Selections.**

10.11.1 The Parties shall apply all of the principles set forth in 47 C.F.R. § 64.1100 to the process for Customer selection of a primary local exchange carrier. Ameritech shall not require a disconnect order from an AT&T Customer, or another LEC, in order to process an AT&T order for Resale Service for an AT&T Customer. Ameritech shall advise AT&T whenever an AT&T Customer has selected another primary local exchange carrier by giving notice via an electronic interface within twenty-four (24) hours of the change being provisioned by Ameritech. Until the FCC or the Commission adopts final rules and procedures regarding a Customer's selection of a primary local exchange carrier, AT&T shall deliver to Ameritech a representation of authorization in the form set forth on Schedule 10.11.1 that applies to all orders submitted by AT&T under this Agreement that require a primary local exchange carrier change. Such representation of authorization shall be delivered to Ameritech prior to the first order submitted by AT&T. AT&T shall retain on file all applicable Documentation of Authorization (as defined in Schedule 10.11.1), including letters of agency, relating to the Customer's selection of AT&T as its primary local exchange carrier, which documentation shall be available for inspection by Ameritech at its request during normal business hours.

10.11.2 Carrier Selection Disputes. If any disputes should occur concerning the selection of primary local exchange carriers by the Customers of a Party, the following dispute escalation procedures shall be followed:

- (a) If a Customer denies authorizing a change in his or her primary local exchange carrier selection to a different LEC ("Unauthorized Switching"), Ameritech shall switch that Customer back to AT&T in accordance with the terms of Michigan Bell Telephone Company Tariff, MPSC #20R, Part 22 (Resale Local Exchange Services) (the "Resale Tariff"). However, in the case of unauthorized changes of AT&T Customers to Ameritech, Ameritech shall also have the duties of the "Carrier" as enumerated in such Resale Tariff, but will pay the \$50 compensation, described in the Resale Tariff, to AT&T.

- (b) If Ameritech reports or otherwise provides information on unauthorized primary local exchange carrier changes to the FCC, the Commission or any other governmental entity, Ameritech agrees to report on AT&T unauthorized primary local exchange carrier changes separately from unauthorized PIC changes.
- (c) The Parties agree that in the event the Resale Tariff is withdrawn by Ameritech or materially revised, they will promptly meet and negotiate in good faith a revised procedure for resolving carrier selection disputes. If the Parties are unable to agree upon such revised procedure within thirty (30) days of a Party's request to commence the negotiations, the dispute resolution procedures set forth in Section 28.3 will be implemented.

10.11.3 When Ameritech receives an order for Resale Service from AT&T for AT&T's Customer, and Ameritech currently provides resale local exchange telecommunications services to another carrier ("Carrier of Record") for the same Customer, Ameritech shall notify such Carrier of Record of such order coincident with processing the order. It shall then be the responsibility of the Carrier of Record and AT&T to resolve any issues related to that Customer. AT&T agrees to indemnify and hold Ameritech harmless against any and all Losses that may result from Ameritech acting under this Section 10.11.3.

10.11.4 When notified by AT&T or through the Customer Access Record Exchange system (CARE) that a Customer has changed its presubscribed interexchange carrier ("PIC") selection only from one IXC to another IXC, Ameritech shall provision the PIC only change. Ameritech will modify its process to conform with industry accepted standards and the requirements of the FCC or the Commission.

## **10.12 Functionality Required To Support Resale Service.**

10.12.1 Directory Listing Requirements. Ameritech shall make available to AT&T for AT&T Customers directory listings in accordance with the provisions of Article XV.

10.12.2 LEC - Assigned Telephone Calling Card Numbers. Effective as of the date of a Customer's subscription to AT&T's service, Ameritech will block the LEC-assigned telephone line calling card number (including area code) ("TLN") from the Line Identification Database ("LIDB").

10.12.3 Telephone Assistance Programs. Upon conversion to AT&T's Resale Service of an existing Telecommunications Assistance Program Customer, no exchange of qualification documentation is necessary. Ameritech will continue to administer the Telecommunications Assistance Program for the Customer on behalf of AT&T. If AT&T's Customer is newly qualified for a Telecommunications Assistance Program, AT&T must send Ameritech the necessary qualification documentation.

10.12.4 9-1-1 Services. Ameritech shall provide to AT&T, for AT&T Customers, 9-1-1 call routing to the appropriate PSAP. Ameritech shall provide and validate AT&T Customer information to the PSAP. Ameritech shall use its service order process to update and maintain, on the same schedule that it uses for its retail Customers, the AT&T Customer service information in the ALI/DMS (Automatic Location Identification/Data Management System) used to support 9-1-1 services.

10.12.5 Special Services. If Ameritech makes a notation on the Customer Service Records (CSR) of Customers who qualify for certain services available to physically challenged individuals (e.g., special discounts) ("Special Services"), Ameritech shall provide such data to AT&T on the CSR made available to Ameritech for its Customers. For usage by an AT&T Customer of a Telephone Relay Service, Ameritech will provide AT&T with all billing information furnished to Ameritech by the provider of the Telephone Relay Service.

10.12.6 Law Enforcement Interfaces. Interfaces with law enforcement agencies and other security matters shall be conducted as specified in Schedule 10.12.6.

#### 10.13 Service Functions.

##### 10.13.1 Point of Contact for Resale Purchase Customer.

- (a) Primary Point of Contact. Except as otherwise provided in this Agreement, AT&T shall be the primary point of contact for all AT&T Customers.
- (b) Service Referrals. Ameritech shall refer all questions regarding any AT&T service or product directly to AT&T in accordance with the procedures set forth in the Implementation Plan. Ameritech shall use its best efforts to ensure that all Ameritech representatives who receive inquiries regarding AT&T services do not in any way disparage or discriminate against AT&T or its products or services.
- (c) Customer Contact Employee Training. Ameritech shall provide training for all its employees who may communicate, either by telephone or face-to-face, with AT&T Customers to assure that the requirements of this Agreement are met. Furthermore, the same quality standards that Ameritech requires of its employees when contacting an Ameritech Customer (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with AT&T Customers.

##### 10.13.2 Operations Support Systems Functions — Provisioning.

- (a) Electronic Interface for Pre-Ordering, Ordering, and Provisioning. Ameritech will provide an electronic interface for the transfer and receipt of data necessary to perform each of the pre-ordering, ordering, and

provisioning functions (e.g., order entry, telephone number selection, and due date selection) associated with Resale Services. Initially, the interface for ordering will be separate from the interface used for pre-ordering and provisioning. By the end of the first quarter of 1997, the interface for ordering will migrate to the pre-ordering and provisioning interface. The interface will be administered through a gateway that will serve as a single point of contact for the transmission of such data. The interface will be consistent with the Alliance for Telecommunications Industry Solutions (ATIS), Telecommunications Industry Forum (TCIF), Electronic Data Interchange (EDI) Customer Service Guideline, issue 5, and provide the functionality described in Schedule 10.13.2 and Ameritech's Service Order Interface Document, version 2.00. The electronic interface to be provided by Ameritech will provide system to system communications on a real-time basis (response in seconds), with built-in error recovery and built in operations, administration and maintenance functionality, at a ninety-five percent (95%) network reliability level. However, as an industry standard interface is developed by the appropriate industry forum, and generally accepted for implementation by the industry, Ameritech shall implement such interface.

- (b) Service Ordering and Provisioning. Service Orders will be placed by AT&T and provisioned by Ameritech in accordance with the procedures described in Section 10.7. Any Service Order activity resulting in primary local exchange carrier changes will comply with the requirements of 47 C.F.R. § 64.1100 and Section 10.9.1.
- (c) Provisioning Support. Ameritech shall provide provisioning support to AT&T on the same basis Ameritech provides to its retail Customers. Provisioning support may be expanded as mutually agreed by the Parties.
- (d) Status Reports. After receipt and acceptance of a Service Order, Ameritech shall provide AT&T with service status notices on an exception basis.
- (e) Engineering Support. When requested by AT&T, Ameritech shall provide timely engineering support.
- (f) Requests for Service Changes. Where Ameritech provides installation, Ameritech's representatives shall inform an AT&T Customer to contact AT&T if such Customer requests a service change at the time of installation.
- (g) Non-Interruption of Service. Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, Ameritech may not initiate any disconnect, suspension or

termination of an AT&T Customer's Resale Service, unless directed to do so by AT&T by transmission of a Service Order or Ameritech's receipt of proper authorization to change such Customer's primary local exchange carrier to a carrier other than AT&T.

#### 10.13.3 Operations Support Systems Functions — Maintenance.

- (a) Electronic Interface for Maintenance and Repair. Ameritech will provide an electronic interface for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status). This interface will be administered through a gateway that will serve as a single point of contact for the transmission of such data. The interface will be consistent with the Alliance for Telecommunications Industry Solutions (ATIS), T1-Telecommunications (T1) - Operations, Administration, Maintenance and Provisioning (OAM&P), standard T1.227-95 and T1.228-95 and the Ameritech Electronic Bonding Interface (EBI) document. However, as an industry standard interface is developed by the appropriate industry forum, and generally accepted for implementation by the industry, Ameritech shall implement such interface.
- (b) Maintenance. Maintenance will be provided by Ameritech as set forth in the Implementation Plan and in accordance with the requirements set forth in Sections 10.7 and 10.8 and Schedule 10.13.

#### 10.14 Responsibilities of AT&T.

10.14.1 AT&T shall be responsible for providing to its Customers and to Ameritech a telephone number or numbers that AT&T's Customers can use to contact AT&T in the event of service or repair requests. If AT&T's Customers contact Ameritech with regard to such requests, Ameritech shall inform such Customers that they should call AT&T and will provide AT&T's contact numbers to such Customers. At AT&T's request, Ameritech shall provide a "warm" transfer to AT&T of calls it receives from AT&T's Customers for service or repair requests at the rates set forth at Item VI of the Pricing Schedule.

10.14.2 AT&T shall provide Ameritech with accurate and complete information regarding AT&T's Customers in a method reasonably prescribed by Ameritech to allow Ameritech to keep its Emergency Telephone Number Service database updated, if Ameritech maintains such a database.

10.14.3 Prior to the Effective Date, AT&T shall have received and communicated to Ameritech its Carrier Identification Code and its Access Carrier Name Abbreviation or Interexchange Access Customer Code.

### **10.15 Responsibilities of Ameritech.**

Ameritech shall provide access to the following services where Ameritech is the underlying 9-1-1 service provider:

- (i) Universal Emergency Number service, a telephone exchange communication service which includes lines and equipment necessary for answering, transferring and dispatching public emergency telephone calls originated by persons within the telephone Central Office areas arranged for 9-1-1 calling.
- (ii) Basic 9-1-1 service (where available) provides for routing all 9-1-1 calls originated by Customers having telephone numbers beginning with a given Central Office prefix code or codes to a single PSAP equipped to receive those calls.
- (iii) Enhanced 9-1-1 ("E9-1-1") service, which provides additional features to Basic 9-1-1 service, such as selective routing of 9-1-1 calls to a specific PSAP which is selected from the various PSAPs serving Customers within that Central Office area.

Both AT&T and its Customers purchasing Resale Service under this Agreement are not charged for calls to the 9-1-1 number, except as provided in any applicable tariff or pursuant to Applicable Law.

### **10.16 Exchange of Billing Information.**

10.16.1 Ameritech shall provide AT&T a specific Daily Usage File ("DUF") for Resale Services provided hereunder ("Customer Usage Data"). Such Customer Usage Data shall be recorded by Ameritech in accordance with the Ameritech Electronic Billing System (AEBS) and EMR. The DUF shall include specific daily usage, including both Local Traffic and IntraLATA Toll Traffic, in EMR format, for each individual Resale Service and shall include sufficient detail to enable AT&T to bill its Customers for Resale Services provided by Ameritech. Ameritech will provide to AT&T detailed specifications which will enable AT&T to develop an interface for the exchange of Customer Usage Data. Procedures and processes for implementing the interface will be included in the Implementation Plan. Except as provided in Section 10.16.4, no other detailed billing shall be provided by Ameritech to AT&T.

10.16.2 Interexchange call detail forwarded to Ameritech for billing, which would otherwise be processed by Ameritech, will be returned to the IXC and will not be passed through to AT&T. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for 900 and 976 calls or other Information Services Traffic will be passed through when Ameritech records the message. If AT&T does not wish to be responsible for 900 and 976 calls, it must order blocking for resold lines. When the IXC records the 900 and 976 calls, the call detail will be returned to the IXC.

Upon AT&T's request, Ameritech will recourse charges on 900 and 976 calls to the Information Service provider in accordance with existing agreements with such providers. If the provider will not accept recourse, Ameritech will notify AT&T, and AT&T, at its option and expense, may pursue any rights which Ameritech may have under such agreements to contest such charge. If AT&T elects not to contest such charges or such Information Service provider does not accept the recourse, AT&T will promptly pay Ameritech for such charges and the dispute shall be solely between AT&T and the Information Service provider.

10.16.3 AT&T shall be responsible for providing all billing information to its Customers who purchase Resale Services from AT&T.

10.16.4 Ameritech shall bill AT&T for Resale Services provided by Ameritech to AT&T pursuant to the provisions of Article XXVII. Ameritech shall recognize AT&T as the Customer of Record for all Resale Services and will send all notices, bills and other pertinent information directly to AT&T. The bill will include sufficient data to enable AT&T to (i) bill all charges to its Customers which are not included as Customer Usage Data and (ii) reconcile the billed charges with the Customer Usage Data.

#### 10.17 Use of Service.

10.17.1 AT&T, and not Ameritech, shall be responsible to ensure that its and its Customers' use of the Resale Services comply at all times with Applicable Law. Ameritech may refuse to furnish or may disconnect Resale Services of AT&T or, as appropriate to AT&T's Customer, when:

- (a) An order is issued by a court, the Commission or any other duly authorized agency, finding that probable cause exists to believe that the use made or to be made of a Resale Service is prohibited by Applicable Law, or
- (b) Ameritech is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by Ameritech is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

The provisions described in this Section 10.17.1 shall apply only to the specific affected Resale Services.

10.17.2 Termination of Resale Service shall take place after reasonable notice is provided to AT&T, or as ordered by a court.

10.17.3 To the extent provided under the Telephone Consumer Protection Act (47 U.S.C. §227) and regulations thereunder, Resale Service shall not be used for the purpose of solicitation by recorded message when such solicitation occurs as a result of unrequested calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage



capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

10.17.4 The Resale Services shall not be used in any manner that interferes with other persons in the use of their Telecommunications Service, prevents other persons from using their Telecommunications Services, or otherwise impairs the quality of service to other carriers or Ameritech's Customers.

10.17.5 If AT&T's use of Resale Services interferes unreasonably with the Resale Services of other carriers or their customers or Ameritech or AT&T's Customers, AT&T shall be required to take Resale Services in sufficient quantity or of a different class or grade to correct such interference.

## **ARTICLE XI NOTICE OF CHANGES – SECTION 251(c)(5)**

If a Party makes (i) a change in its network which will materially affect the interoperability of its network with the other Party or (ii) changes Operations Support Systems functions which affect the operations of the other Party, the Party making the change shall provide reasonable advance written notice of such change to the other Party within such time period as determined by the FCC or the Commission and their respective rules and regulations.

## **ARTICLE XII COLLOCATION – SECTION 251(c)(6)**

### **12.1 Physical Collocation.**

Ameritech shall provide to AT&T Physical Collocation on its Premises for equipment necessary for Interconnection (pursuant to Article III) or for access to unbundled Network Elements (pursuant to Article IX), except that Ameritech will provide for Virtual Collocation of such equipment if Ameritech demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. Ameritech shall provide AT&T Collocation only for the purpose of Interconnection or access to Ameritech's Network Elements.

**12.2 Virtual Collocation in Physical Collocation Space.** Where AT&T is Virtually Collocated on the Effective Date in a space that was initially prepared for Physical Collocation, AT&T may elect to (i) retain its Virtual Collocation on that Premises and expand that Virtual Collocation according to current procedures and applicable tariffs or (ii) revert to Physical Collocation, in which case AT&T shall coordinate with Ameritech for rearrangement of its